

HEIDE MUSEUM OF MODERN ART
7 Templestowe Road
Bulleen Victoria 3105 Australia
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Facsimile +613 9852 0154
moma@heide.com.au
ABN 60005712943

FILMING AND PHOTOGRAPHY AGREEMENT

I/ WE _____

OF _____

DO HEREBY AGREE AS FOLLOWS:

THE AGREEMENT

That the Producer, its servants, agents and contractors may film and pictorially represent the premises located at:

Heide Museum of Modern Art, 7 Templestowe Road Bulleen, the "Owner"

In particular: [Insert locations required]

the "Location", and may make such uninterrupted use of the Location as may be required for the purposes of filming in connection with [Insert project details]

being made by the Producer and provisionally entitled:

DATES AND TIMES

The permission to use the premises is granted for the following period:

From: _____

To: _____

(Subject to change as notified by the producer to the Owner in any case of changes in the production schedule or weather conditions.)

Please note: The Producer, its servants, agents and contractors are required to sign in and sign out at the Heide III Information Desk and wear Authorised Photographer identification when filming on Location.

REPRESENTATION OF THE LOCATION

The location provider hereby grants the Producer the right to represent the Location under its proper title (if any); as another actual place or property; or as a fictional place where agreed; [please specify]

and all copyright in any images or sounds recorded or made at or of the Location vests with the Producer who may use or not use the same on, in relation to, or in connection with the subject matter in any way the Producer deems fit.

THE PRODUCER'S ENTITLEMENTS

Subject to these Conditions, the Owner hereby licenses, authorises and permits the producer to conduct the filming and/or photography, enter the Location for this purpose with all necessary equipment, exhibit or release the resulting production of the film and/or photograph(s) PROVIDED THAT this is not done with any fraudulent intent. The Owner acknowledges that it has no interest in the film and/or photographs produced by means of the filming and/or photographing and concedes all rights therein. The Location shall be safe and comply with Occupational Health and Safety standards.

INDEMNIFICATION & INSURANCE

In consideration of permission being granted to film and/or photograph and represent the Location, the Producer hereby agrees that it will indemnify the Owner for any liability, loss, claim or proceeding under statute or common law in respect of the negligence of the Producer or any person for whom it is responsible during the Producers use of the premises.

The Producer also agrees to obtain and keep a Certificate of Currency for 10 million dollars. A statement by the Producer's insurer to that effect or a copy of the Certificate of Currency must be provided to the Owner prior to the commencement of filming and/or photography.

AUTHORITY

The Owner warrants; and represents that the Owner has full right and authority to enter into this agreement concerning the Location and the consent or permission of no other persons, firms or corporations is necessary in order to enable the producer to use the Location for the purposes contained in this agreement.

This agreement shall be binding upon and ensure the benefits to the successors, licensees and assignees or the parties.

DAMAGES

The Owner shall notify the Producer in writing within fourteen (14) days of completion of the Producer's use of the Location of any damage claimed to arise from the Producer's use of the Location and to allow the Producer and its representatives access to the Location to assess and (where appropriate) rectify any such damage. Failure by the Owner to notify the Producer in accordance with this clause shall relieve the Producer of all responsibilities in respect of damage allegedly arising from its use of the Location.

CONDITIONS FOR THE FILMING/PHOTOGRAPHY OF WORKS/OBJECT(S)

The Producer and its servants, agents and contractors filming or photographing the Owner's temporary exhibition(s) and/or Collection, including the outdoor sculpture(s), is informed that it is that person's responsibility to ensure that filming is in compliance with the *Copyright Act 1968*.

It is the responsibility of the Producer to ensure copyright clearance for works/object(s) is obtained prior to publication, providing the Owner with a copy of all necessary copyright clearance documentation.

The Producer agrees to indemnify the Owner in respect of all claims and demands, and the damages and costs which may be awarded against it or it may become liable to pay, arising out of any claim or action for infringement of copyright by reason of the making of the film and/or photograph(s).

Please note: The Owner may assist in some instances with the provision of copyright holder contact details. Copyright fees may apply.

The Producer agrees to use the publication of the filming and/or photograph(s) of the works/object(s) for the purpose stated. The film and/or photograph(s) will not be reproduced for any other use nor sold or supplied to any other person.

For filming and/or photography for the publicity of temporary exhibitions, copyright if granted is in relation to those exhibitions only.

The Owner must be appropriately acknowledged in the publication of the film and/or photograph(s). Any additional credit lines for works/object(s) advised by the Owner must be included in the publication of the film and/or photograph(s).

Any filming and/or photography at the Location must be supervised by a representative appointed by the Owner. Care must also be taken when moving lights, tripods, cables and other equipment in the vicinity of works/object(s) being filmed and/or photographed.

The filming and/or photography of indoor temporary exhibition(s) and/or Collection and/or works/object(s) are required to adhere to the following guidelines:

- High speed film and CCD video is encouraged so that available light may be sufficient to achieve acceptable image quality;
- If supplementary lighting is required, intensity and length of exposure must be kept to a practical minimum. Please note: photographic lighting should only be on when setting up shots and during filming;
- Indirect lighting bounced off reflectors is preferred for filming and a flash is preferred to photofloods for still photography to ensure the shortest length of exposure;
- Where direct lighting is necessary, lights must be three metres away from the works/object(s). Quartz lamps should be less than 1000 lux. Flash bulbs should not exceed 1400 joules (watt seconds);
- Ultra-violet light is the most damaging light for sensitive materials, the use of low UV lights or the filtering out of the blue end of the spectrum is required.

The handling and/or movement of works/object(s) must only be conducted by the Owner.

The Owner reserves the right to request, in writing, colour proofs for approval prior to publication of the film and/or photograph(s). It is the Owner's discretion to reject those that are deemed not to be of an acceptable standard.

The Producer shall supply the Owner two (2) complimentary copies of the published film and/or photograph(s) after publication. Wedding photography is exempt from this clause.

REMUNERATION

In consideration of the use of the Location and all rights reasonably ancillary thereto, the Producer shall pay to the Owner as total remuneration the sum of \$

(_____) upon signing and accepting the terms of this Agreement.

For and on behalf of the Producer ,
[Insert company name here]

For and on behalf of the Owner,
Heide Museum of Modern Art

Producer

DATE _____

DATE _____